

RECORDATION FORM COVER SHEET **PATENTS ONLY**

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Nicolas John Dougill, David John Cartwright and Laurence Alfred Bell

2. Name and address of receiving party(ies):

Name: Emerson Electric UK Limited

Internal Address: _____

Street Address: 40 Portman Square

City: London, United Kingdom Zip: W1H 9FH

Additional names and addresses attached? ☐ Yes ☒ No

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 25, 2004 by Dougill and Cartwright; August 24, 2004 by Bell

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/037,981

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Martin G. Linihan

Hodgson Russ LLP

Address: Intellectual Property Law Section

Street Address: One M&T Plaza, Suite 2000

City: Buffalo State: NY ZIP: 14203-2391

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$80.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Martin G. Linihan, Reg. No. 24,926

Name of Person Signing


 Signature

April 1, 2005
 Date

Total number of pages including cover sheet, attachments and document:

32

MAR 09 2005



Due: 4/1/05

18872.0111 ✓

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 02, 2005

PTAS



102824771A

HODGSON RUSS LLP ✓
MARTIN G. LINIHAN
INTELLECTUAL PROPERTY LAW SECTION
ONE M&T PLAZA, SUITE 2000
BUFFALO, NY 14203-2391

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102824771

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE. ✓

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE. ✓

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. AN EXECUTION DATE MUST BE INDICATED FOR LAWRENCE ALFRED BELL. PLEASE LIST THE EXECUTION DATE FOR THE STATEMENT OF FACTS ON THE RECORDATION FORM COVER SHEET.) 306-5995. ✓
2. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.

LENELL MACKALL, SUPERVISOR

ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-30-2004



FORM PTO-1595 (Rev 10/02)

8-26-04 RECORDED

OMB No. 0651-0027 (Exp. 6/30/2005)

102824771

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nicolas John Dougill, David John Cartwright and Laurence Alfred Bell

2. Name and address of receiving party(ies):

Name: Emerson Electric UK Limited

Internal Address: _____

Street Address: 40 Portman SquareCity: London, United Kingdom Zip: W1H 9FHAdditional names and addresses attached? ☐ Yes ☒ NoAdditional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 25, 2004 by Dougill and Cartwright; See Attached Statement Of Facts regarding Bell

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Patent Application No.(s)

10/037,981

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Martin G. LinihanHodgson Russ LLPAddress: Intellectual Property Law SectionStreet Address: One M&T Plaza, Suite 2000City: Buffalo State: NY ZIP: 14203-23916. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)

\$80.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Martin G. Linihan, Reg. No. 24,926
 Name of Person Signing

Signature

August 24, 2004
 Date

Total number of pages including cover sheet, attachments and document:

32

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

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08/27/2004 6TON11 00000029 10037981

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40.00 OP

Rep'n. Ref: 08/27/2004 6TON11 0009160900
 DASH:082442 Name/Number:10037981 \$40.00 CR
 FC: 9204

ASSIGNMENT OF INVENTION

WHEREAS, We, Nicolas John Dougill of 50 Moat Avenue, Green Lane, Coventry CV3 6BS, Great Britain, David John Cartwright of 59 Eversleigh Road, Coundon, Coventry CV6 2BE, Great Britain, and Laurence Alfred Bell of 8 Sambourn Close, Solihull, Warwickshire B91 2BA, Great Britain have invented a certain new and useful improvement in Method And Apparatus For Removing Material for which an application for Letters Patent in the United States was filed on November 9, 2001 under Serial No. 10/037,981.

AND WHEREAS, Emerson Electric UK Limited, 40 Portman Square, London W1H 9FH United Kingdom is desirous of acquiring all interest in said invention, said application, and in any Letters Patent which may be granted therefor;


NOW THIS INDENTURE WITNESSETH, that for the sum of one dollar and other valuable consideration to us in hand paid, the receipt of which is hereby acknowledged, we hereby assign, sell, and transfer unto said Emerson Electric UK Limited the entire right, title, and interest in said invention, said application, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights, rights under the International Convention for the protection Of Industrial Property, rights under the Patent Cooperation Treaty, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States, and countries foreign thereto.

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Letters Patent to said Emerson Electric UK Limited as the assignee of the whole right, title, and interest thereto.

And we further agree to sign and properly execute such necessary and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and for obtaining any reissue or reissues of any Letters Patent which may be granted for our aforesaid invention, as the assignee thereof shall hereafter require and prepare at its own expense.

-2-

WITNESS, my hand and seal this 25 day of June 2004.


Nicolas John Dougill

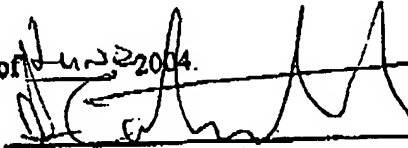
Witness: 

Name: Piers Jones

Address: 83 Morris Boulevard COVENTRY CV2 5NA

Date: 25/6/04

WITNESS, my hand and seal this 25 day of June 2004.


David John Cartwright

Witness: 

Name: Piers Jones

Address: 83 Morris Boulevard COVENTRY CV2 5NA

Date: 25/6/04

WITNESS, my hand and seal this ____ day of ____, 2004.

Laurence Alfred Bell

Witness: _____

Name: _____

Address: _____

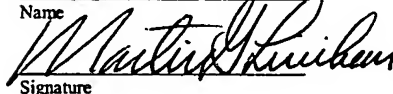
Date: _____

(See attached
Statement of Facts)

I hereby Certify that this Correspondence is being deposited with the United States postal service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on August 24, 2004

Martin G. Linihan

Name



Signature

August 24, 2004

Date of Signature

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Nicolas John Dougill et al.

Serial No.: 10/037,981

Filed: November 9, 2001

For: Method Of And Apparatus For Removing Material

STATEMENT OF FACTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This Statement Of Facts is submitted in connection with the Assignment Of Invention with respect to the above application in view of the fact that two of the named inventors, Nicolas John Dougill and David John Cartwright executed the Assignment on June 25, 2004 but that the third named inventor, Laurence Alfred Bell, has refused to execute the Assignment.

The above application was filed and has been prosecuted by the undersigned attorneys at the request of and in response to instructions from the London, U.K. law firm of Mathys & Squire which represents the assignee, Emerson Electric UK Limited.

Attached hereto as Exhibits A1 and A2 are copies of a Contract Of Employment executed by Laurence Bell as an employee of Buehler UK Limited and letters dated May 20, 2004 and June 22, 2004 explaining the relationship between Buehler UK Limited and Emerson Electric UK Limited. Paragraph 16 on pages 15 and 16 of the Buehler UK Limited Employees Handbook, which is incorporated in the Contract Of Employment, confirms ownership by Buehler UK Limited, and therefore Emerson Electric UK Limited, of inventions made by Laurence Alfred Bell as an employee in the normal course of his duties.

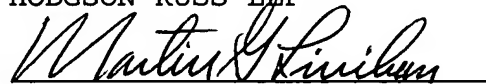
Exhibits B1 and B2 attached hereto are copies of letters confirming the attempt by Mathys & Squire to obtain execution of the Assignment Of Invention by Laurence Alfred Bell.

Exhibit C attached hereto is a letter from Mathys & Squire confirming Laurence Alfred Bell's refusal to execute the Assignment Of Invention.

Respectfully submitted,

HODGSON RUSS LLP

By



Martin G. Linihan

Reg. No. 24,926

One M&T Plaza, Suite 2000
Buffalo, New York 14203-2391
Tel: (716) 848-1367
Dated: August 24, 2004



MATHYS & SQUIRE
PATENT & TRADE MARK ATTORNEYS

100 Gray's Inn Road
London WC1X 8AL
T +44 (0)20 7830 0000
F +44 (0)20 7830 0001
mail@mathys-squire.com
www.mathys-squire.com



RECEIVED

MAY 24 2004

Mr Martin G Linihan
Hodgson Russ LLP
One M&T Plaza
Suite 2000
Buffalo 14203-2391 NY
United States of America

Our Ref: MCM/BKS/P21431US-PCT
Your Ref: 18872.0111 ✓

20 May 2004

CONFIRMATION

VIA FACSIMILE

Dear Marty

United States Patent Application No. 10/037 981
"Method of and apparatus for removing material"
Emerson Electric UK Limited

Further to our letter of 28 April 2004, we have received the following documentation from our client. You will see it includes an employment contract between Buehler UK Limited and Laurence Alfred Bell. Buehler UK Limited is a subsidiary of Emerson Electric UK Limited. Our client is presently chasing up documentation to show the ownership of Buehler UK Limited by Emerson Electric UK Limited.

Please let me know if this documentation and the to-be-forwarded ownership documentation will be suitable for showing that Emerson Electric UK Limited owns any IP created by Laurence Alfred Bell, and thus would negate the need for his signature on an assignment. Also, would you require certified copies of the documents?

Yours sincerely

pp **Michael C Moir**
MATHYS & SQUIRE

Enc: Employment contract and Employee Handbook

FACSIMILE TRANSMISSION

No of pages: 22

ORIGINAL FOLLOWING BY MAIL

Fax No: 00 1 716 849 0349

THIS FACSIMILE MESSAGE IS CONFIDENTIAL AND MAY CONTAIN PRIVILEGED INFORMATION INTENDED ONLY FOR USE OF THE ADDRESSEE

EUROPEAN PATENT ATTORNEYS | CHARTERED PATENT ATTORNEYS | EUROPEAN TRADE MARK ATTORNEYS | REGISTERED TRADE MARK AGENTS

PARTNERS | Stephen D Ritter EPA CPA | Peter D Garratt EPA CPA | Michael C Moir EPA CPA RTMA MITMA
Paul D Cozens EPA CPA | George W Schlich EPA CPA | Ilya Kazi EPA CPA | Stephen G Colmer EPA CPA
Margaret J Arnott RTMA MITMA | Elisabeth A Murray EPA CPA | Harvey VJ Adams EPA CPA | Martin R MacLean EPA CPA

ASSOCIATES | John F Symonds EPA CPA RTMA
Kathryn M Taylor EPA CPA | Kil Y Wong EPA CPA

CONTRACT OF EMPLOYMENT

| | |
|---------------------------------------|---|
| DATE | This contract is dated the 21st day of December 1989 |
| THE EMPLOYER | Buehler U.K. Limited of Science Park University of Warwick, Coventry CV4 7EZ |
| THE EMPLOYEE | Laurence Bell..... of .8 Sambourne Close..... Solihull West Midlands..... |
| NATURE OF EMPLOYMENT | The Employer will employ the Employee as Design/Development Engineer..... |
| DATE OF COMMENCEMENT OF EMPLOYMENT | 01.12.89..... Any employment with a previous employer does not count as part of your continuous period of employment. |
| PLACE OF EMPLOYMENT | Science Park, Coventry..... |
| CONDITIONS OF EMPLOYMENT | As in this contract and the additional conditions contained in the Schedule hereto together with terms and conditions set out in the Company Handbook. |
| NORMAL HOURS OF WORK | Thirty seven and a half hours per week. The Daily hours for office staff are 8.30 a.m. to 17.00 with one hour for lunch either 12.00 to 13.00 or 13.00 to 14.00 as agreed with your Department Manager. Plant Staff 8.30 - 16.30 with one half hour for lunch 12.30 - 1.00pm. |

REMUNERATION

At £15,300.00 gross per annum as varied by the Employer from time to time. The Employee is not obliged to work overtime but if he does work overtime following a request from the Head of Department the remuneration shall be as stated in the employee handbook.

BONUS The Company may pay bonuses from time to time during the financial year at the discretion of the Management. This bonus, if paid will not be considered by the company to be part of any agreed basic salary.

HOLIDAY AND HOLIDAY PAY

Employees are entitled to 20 working days holiday in addition to public holidays. One additional day for each complete year of service may be taken subject to a maximum of 25 days. No holiday entitlement may be carried forward from one holiday year to the next, or money paid in lieu.

ABSENCES FROM WORK

The Employer operates the normal Self-Certification Scheme and the Statutory Sick Pay Scheme full details of which are set out in the Company Handbook. Qualifying days for Statutory Sick Pay are Monday to Friday. Any Employee absent from work must notify the Employer of this fact by 9.30 a.m on the first day of absence. The employer reserves the right to insist upon independent medical examination where necessary, for example in cases of persistent absenteeism or prolonged absence.

PENSIONS

Full-time Employees are eligible to join the Pension and Life Assurance Scheme.

DISCIPLINARY RULES

Full details of the Company's Disciplinary Rules and Procedure are set out in the Company's Handbook.

GRIEVANCE PROCEDURES

Full details of the Company's grievance procedure are set out in the Company's Handbook.

TERMINATION OF EMPLOYMENT

The minimum periods of notice to be given are as follows:-

(1) By Employees:

(a) General Staff & Sales Representatives: One Month.

(b) Senior Management: One month. A longer period may be agreed and notified.

Notice must be either given, or confirmed in writing.

(2) By the Company (except for dismissal by misconduct)

(a) General Staff and Sales Representative: one month for those Employees with not less than four weeks and not more than five years' service - for those with five years or more service, one week for each complete year of service up to a maximum of twelve weeks.

BUEHLER UK LTD

Science Park University of Warwick

Coventry CV4 7EZ

INTRODUCTION

Buehler UK Limited is a company specialising in the supply of laboratory equipment and materials for use in the field of Material Science. The Company was established in 1970 and had operated from Coventry since that date.

The Company assembles and markets equipment for microstructural analysis and also supplies ancillary equipment from four major manufacturers. Buehler Ltd., Nikon UK Ltd., Leybold AG., and OBLF GMBH. Equipment from other suppliers is also marketed but to a smaller extent.

The Company is part of Buehler International Group.

b) Senior Management: as above.
A longer period may be agreed and notified.

The Company reserves the right to pay salary in lieu of notice.

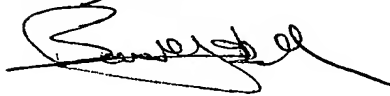
3) On reaching retirement age: Unless the employment has been terminated earlier or, unless prior arrangements to the contrary have been made between the Company and the Employee, the employment of every member of the staff will terminate at the end of the month in which the Employee reaches the age of sixty-five.

This condition operates as notice of termination to each Employee.

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by the Employee
in the presence of:-

)
)

10/13/01.


SIGNED by the Employer
in the presence of:-

)
)

BUEHLER UK LIMITED

EMPLOYEES HANDBOOK

BUEHLER UK LTD

Terms and Conditions of Employment

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1. ENGAGEMENT

1.1 References

All offers of employment are subject to receipt by the company of satisfactory references.

1.2 Medical

For certain major appointments, and those whose work may involve overseas travel, employment may be subject to a satisfactory medical report.

1.3 Probationary period

On engagement, all employees serve a probationary period during which they are expected to prove their suitability for the position for which they have been engaged. Unless otherwise stated at the time of engagement, this period will be three months. During or at the end of the period the employment may be terminated by either the employee or the Company on one week's notice.

1.4 Other employments

Employees are not permitted to accept paid employment from other sources nor to have any interest or concern in the operations of other businesses without prior written consent of the company (such consent not to be unreasonably withheld).

1.5 Personnel records

All employees will have been required to complete an application form prior to their engagement, giving certain personal details as an aid to their selection. It is necessary for the company to keep some of these details up-dated and employees are therefore requested to notify any changes in name, address, marital status, number of dependants and next of kin.

2. HOURS OF WORK

2.1 Full-time Employees

Hours of work are 37.5 per week, Office Staff 8.30am - 17.00 with one hour for lunch either 12.00 to 13.00 or 13.00 to 14.00 as agreed with the Department Manager. Plant Staff 8.30am - 16.30 with 1/2 hour for lunch 12.30 - 1.00pm. Other breaks will be as displayed on the notice board.

2.2 Part-time Employees

Working hours will be defined in the offer letter or written statement.

Employees are expected to observe conscientiously their hours of work, and are required to comply with arrangements made from time to time for keeping attendance records.

2.3 The company reserves the right to make temporary reduction in your daily working hours if this is deemed to be necessary. Employees will be given at least one week's notice of any such reductions.

2.4 The company reserves the right to lay off employees, without pay, if this is deemed necessary. Employees will be given not less than twenty-four hours notice of any such lay-off.

3. PAYMENT OF SALARIES

All salaries are paid through Lloyds Bank Payroll System. (with effect from January 1989)

Employees are paid by calendar month in arrears; at the end of each month one twelfth of a years's salary (less statutory deductions) is paid into their bank accounts by direct transfer.

Salaries are reviewed at least annually and increases may be granted in recognition of merit, or to compensate for a rise in the cost of living.

4. BONUSES

The Directors at their absolute discretion will consider payment of bonuses. These will only be authorised when the performance of the company justifies rewards to staff. Payment of bonuses is purely discretionary and is not a contractual entitlement of the employee.

5. OVERTIME

Although there will be occasions when employees are required to work overtime, it is not company practice to require regular overtime working. Overtime will only be paid for if previously authorised by the appropriate head of department and will be paid at the following rates, unless compensated for by time-off in lieu:-

5.1 General Staff

| | |
|-------------------------------|---------------------|
| All overtime, | |
| Monday to Saturday | : time and one half |
| All hours on Sunday | : double time |
| All hours on a Public Holiday | : double time |

5.2 Senior Management

Do not normally qualify for overtime payment.

All overtime payment is subject to prior completion of normal overtime of less than half an hour on any one day. Part-time employees will not receive the premium rate until normal daily full-time hours have been worked.

6. HOLIDAYS

6.1 Holiday Year

The holiday year runs from 1st January to the end of December.

6.2 Annual Holiday Entitlement

The normal paid holiday for all staff who are in the company's employ throughout the holiday year is four weeks (20 working days) in addition to public holidays. One additional day for each complete year of service after 1st January 1980 may also be taken, subject to a maximum of 25 days.

Employees must give reasonable notice of proposed holiday dates which must be agreed in advance with the appropriate head of department before being regarded as final.

6.3 Holiday Entitlement during Year of Joining

Staff who join the company after 1st January are entitled to holidays during the holiday year on the following scale: _

$$\frac{\text{Annual entitlement}}{12} \times \text{Number of completed months' service}$$

Fractions of half day or more to count as one day

Fractions of less than half day not to count.

6.4 Holiday Entitlement during Year of Leaving

An employee leaving the company is entitled to holiday pay on the scale as above for service after the previous 1st January, up to the date of leaving.

An employee who leaves with less than three months' service with the company does not qualify for any paid holiday.

An employee who leaves without working his full period of notice will not be paid any holiday pay due.

Employees will be required to repay to the Company pay received in respect of holiday taken in excess of basic holiday entitlement. This sum may be deducted from any monies owing to the employee on termination of his employment.

6.5 Public Holidays

Full payment is made in respect of all public holidays, provided that no unauthorised leave is taken immediately before or after such holiday.

6.6 Holiday Pay

Employees will receive their holiday pay as part of their normal monthly bank transfer.

In the case of employees leaving the company's service, their final salary payments will be adjusted to include a payment for any unused holiday entitlement or a deduction in respect of holidays taken beyond their entitlement.

7. ABSENCE FROM WORK

No payment will be made for unauthorised absence.

7.1 Absence & Pay in Illness

Notifying the company:-

Employees who are unable to attend work because of illness or accident must immediately notify their head of department, if possible by telephone (followed by confirmation in writing) or written message as soon as possible and in any event not later than 09.30 a.m on the first working day of absence giving details of the nature of the illness and any indication that can then be given of anticipated length of absence. Entitlement to sick pay may be affected by late notification. Where appropriate, any temporary address must be advised. Those employees who are unable to communicate personally with the company should ask another person to do so on their behalf.

7.2 While you are incapacitated due to sickness or injury, you must forward certificates at regular intervals to cover your absence. Initially, you are required to provide a self-certification form of sickness/injury for periods of incapacity of up to 7 days. From the eighth day onwards, a certificate of incapacity from a registered medical practitioner is required.

7.3 You will be paid Statutory Sick Pay (SSP), providing you are eligible, for up to 8 weeks in any tax year. If you are not eligible, or, if you remain incapacitated for longer than 8 weeks, you will be referred to the Department of Health and Social Security for payments of National Insurance benefits. SSP is subject to PAYE and NI deductions, in the same way as salary. "Qualifying Days" for the purposes of SSP shall mean Monday to Friday in each week.

- 7.4 While in receipt of SSP or National Insurance benefits, you will continue to receive additional payment (Company Sick Pay), where appropriate, up to the level of normal salary in accordance with the following scale:-

| <u>Duration of Company Length of Service in any Tax Year</u> | <u>Maximum Sick Pay</u> |
|--|-----------------------------|
| Under one year | up to four weeks |
| One to two years | up to eight weeks |
| Two to five years | up to sixteen weeks |
| Over five years | up to twenty six weeks |

- 7.5 The company places importance on employees being fit for work and reserves the right to require employees to undergo medical examination by a doctor appointed by the company. It is a condition precedent to employment by the company that employees consent to such medical examination when required by the company.
- 7.6 If employees are absent from their duties for whatever reason (excluding holiday entitlement) for a period or periods in excess of 80 working days within any period of twelve months the company shall be entitled to terminate employment by written notice on the date specified in such notice. Such notice shall be given in accordance with Rule 10 hereof.

8. PENSION AND LIFE ASSURANCE SCHEME

Full-time employees are eligible to join the Company Pension & Life Assurance Scheme. This is a contributory scheme which provides a pension on retirement, plus life assurance cover whilst an employee of the company. Full details of the scheme are obtainable from the Company Secretary and these will, in any event, be made available to all employees as they become eligible to join. A Contracting-Out Certificate under the Social Security Pensions Act 1975 is in force with regard to this employment.

9. FURTHER EDUCATION & TRAINING

The company is prepared to consider applications for time off to attend day-time study at an approved training establishment, provided that the training received is closely related to the employee's work. Applications should be made through the appropriate head of department.

10. TERMINATION OF EMPLOYMENT

The minimum periods of notice to be given are as follows:-

10.1 By employees:

- | | | |
|-----|--|--|
| (a) | General Staff & Sales Representatives | : one month |
| (b) | Senior Management | : one month. A longer period may be agreed & notified. |

Notice must be either given, or confirmed, in writing.

10.2 By the company (except for dismissal by misconduct)

10.2.1 General staff and Sales representatives:

One month for those employees with not less than four weeks and not more than five years' service - for those with five years' or more service, one week for each complete year of service up to a maximum of twelve weeks.

10.2.2 Senior Management:

as above. A longer period may be agreed and notified.

The company reserves the right to pay salary in lieu of notice.

10.3 On reaching retirement age:

Unless the employment has been terminated earlier or, unless prior written arrangements to the contrary have been made between the company and the employee, the employment of every member of the staff will terminate at the end of the month in which the employee reaches age sixty-five.

This condition operates as notice of termination to each employee.

11. HEALTH AND SAFETY AT WORK

The company fully supports the objectives of the Health and Safety at Work Act 1974, and a statement detailing policy in this respect has been-issued. A copy will be supplied to any employee who requests one.

Employees also have a duty under the Health and Safety at Work Act and, in particular, they must observe strictly all safety regulations and must take care not to expose themselves or other persons to danger.

Breach of safety regulations will render an employee liable to instant dismissal and will invalidate the company's responsibility to the employee in case of personal injury or damage.

An accident, however trivial, must be reported immediately to the appropriate departmental head.

12. The company reserves the right to request that employees and/or their private vehicles be submitted to search, either on leaving the premises, or during working hours. Refusal to comply with such a request would constitute a breach of contract of employment by the employee concerned.

The company also reserves the right to open any mail or package addressed to any employee at the company's premises.

Employees' vehicles, if parked on company premises, are parked at the employee's own risk. Personal property is each employee's own responsibility; the company does not accept any liability for loss or damage.

13. COLLECTIONS & PRIVATE TRADING

No form of collections, whether for individuals, clubs or charities, or any form of private trading, is permitted on the company's premises without the specific permission of a Director having first been obtained.

14. GRIEVANCE PROCEDURE

Employees who wish to raise a grievance or problem relating to their employment should first discuss it with their head of department. If, after so doing, the employees consider that the matter has not been resolved to their satisfaction, they may refer it, either orally or in writing, to the appropriate Director.

15. DISCIPLINARY RULES AND PROCEDURE

The principal reasons for the procedure are not only to ensure that the standards established by the Company's rules are adhered to but also to provide a fair method of dealing with any alleged failure to observe such rules. All cases of disciplinary action in accordance with this procedure will be recorded and placed in the Company's records. A copy of the Company's written record will be supplied to the employee concerned on request. The procedure is concerned with misconduct and gross misconduct, but incompetence and unsuitability will be treated in the same manner as misconduct. The following examples of misconduct and gross misconduct are not exhaustive or exclusive:-

15.1 Misconduct

Bad time-keeping, unreasonable or unexplained absence, rudeness to customers, lack of application, damage to company property, breach of company rules, etc. Action will be taken as follows:-

- (a) First Warning: Given by the employee's immediate superior and may be oral or written according to the circumstances. In either event employees will be advised that the warning constitutes the first formal stage of the procedure. If the warning is verbal a note that such verbal warning has been given will be placed in the Company's records.
- (b) Final Warning: Given by the Company Secretary and confirmed in writing. Such warning will state that if employees repeat the misconduct complained of within six months their employment will be terminated.
- (c) Dismissal: Notified to employees by the Company Secretary and confirmed in writing.
- (d) Before any warning under this procedure is given, employees will be told of the complaint against them and given the opportunity to state their case. Any warning under this procedure shall be deemed to be removed from the Company's records after the expiry of eighteen months.

15.2 Gross Misconduct:

Theft, dishonesty, falsification of reports or accounts, violence, malicious damage, refusal to carry out duties or reasonable instructions, drunkenness, misleading completion of the Company's Self-Certification Form, serious breach of the Company's rules (such as unsafe practice endangering life or limb) etc. Gross misconduct will result in immediate dismissal without notice or pay in lieu of notice.

15.3 General Provisions:

(i) Employees have a right of appeal against any stage of the procedure to the Company Secretary or, if he was involved at an earlier stage in the procedure to the Managing Director.

(ii) At any stage in the procedure employees may be accompanied by a fellow employee of their choice.

(iii) The decision to dismiss employees will not be taken without reference to the Managing Director. Employees will not be dismissed before a proper investigation has been undertaken by the Company relating to the circumstances. If appropriate, the Company may by written notice suspend employees (on full pay) for a short specified period during which time such an investigation shall be undertaken. During the period of suspension, employees will not be entitled to access to any of the Company's premises without the prior consent of the Company and subject to such conditions as the Company may impose.

(iv) In addition to the penalties set out above, the company reserves the right to impose any of the following penalties:-

- demotion
- suspension with or without pay

16. PATENTS, TECHNICAL & OTHER CONFIDENTIAL INFORMATION

Any invention or improvement made by an employee in the course of his, or her, employment upon products manufactured or dealt in, or processes of manufacture carried on by the company, or upon any invention protected by any of the company's patents, or any

invention relating to or useful in connection with any business for the time being carried on by the company, belongs to the company. The employee must communicate fully any such invention to the company and at any time during his or her employment, or after its termination must take all necessary steps to enable the company to protect such invention by patents or other suitable means.

Knowledge of the company's secret processes and other confidential information of any kind must not, except in the normal course of business, be published or communicated to any other person or persons. This restriction shall continue to apply even after the termination of employment. All written records, notes and other documents relating to the company's business remain the property of the company and must not be taken away without permission. If any such documents, or any equipment belonging to the company, are in possession of an employee whose service is about to terminate, all such property must be returned to the company.

17. ALTERATIONS TO TERMS & CONDITIONS

The company reserves the right to alter, add to, or delete from the terms and conditions contained in this booklet by giving not less than one month's notice in writing of any such change. The notice may be posted on notice boards or issued to employees individually. Such changes will be deemed to have been accepted unless the company receives from employees an objection in writing before the expiry of the notice period.

Exhibit A2



MATHYS & SQUIRE
PATENT & TRADE MARK ATTORNEYS

Mr Martin G Linihan
Hodgson Russ LLP
One M&T Plaza
Suite 2000
Buffalo
New York 14203-2391
U S A

100 Gray's Inn Road
London WC1X 8AL
T +44 (0)20 7830 0000
F +44 (0)20 7830 0001
mail@mathys-squire.com
www.mathys-squire.com

Our Ref: MCM/21431US
Your Ref: 18872.0004

22 June 2004

VIA FACSIMILE

URGENT - due 30 June 2004

Dear Marty

United States Patent Application No. 10/037 981
"Method of and apparatus for removing material"
Emerson Electric UK Limited

I am writing further to my letter of 20 May 2004, which turns out to have been wrong.

Buehler UK in fact is not a limited company, despite what Laurence Alfred Bell's contract says; it is just a trading division of Emerson Electric UK Ltd. It could be that Buehler's status has changed since the contract was signed in 1989. Thus Bell's contract at the time the invention was made effectively was with Emerson, with the result that Emerson owns the invention under clause 16 or (more properly) s39 of our 1994 Patents Act which provides that a employer owns an invention made by a employee in the normal course of his duties.

I attach a print-out from the Kompass company directory which confirms Buehler's status as a division of Emerson Electric (UK) Ltd. I trust that this will be sufficient, but please let me know if anything further is required. Also, the client is concerned at the potential cost of this exercise. Could you give me a rough idea of your unbilled charges on this file please?

Yours sincerely


Michael C. Moir
MATHYS & SQUIRE

/csl

FACSIMILE TRANSMISSION
[ORIGINAL NOT FOLLOWING BY MAIL]

No of pages: 3
Fax No: 001 716 849 0349

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Kompass Company Finder

Buehler (Division of Emerson Electric UK Ltd), Co West Midlands, UK

Suppliers of materials preparation equipment and consumables.
Metallurgical and stereo microscopes.
Hardness testers.
Image Analysers
Service/Repair of metallurgical equipment.

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Company result list

☐ full profile ☒ e-mail ☒ web link ☒ showcase ☐ Catalogue

1 companies

Company name

Address

☒ View checked

(Tick boxes to mark individual companies)

☒ Buehler (Division of Emerson
Electric UK Ltd)

☒ Coventry CV4 7HS W Midlands
[United Kingdom]

Companies: 1 << 1 - 1 >> 1

Phone Fax

+ 44 24 76692242 + 44 24 76693032

Companies: 1 << 1 - 1 >> 1

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Exhibit B1

**MATHYS & SQUIRE**
PATENT & TRADE MARK ATTORNEYS100 Gray's Inn Road
London WC1X 8AL
T +44 (0)20 7830 0000
F +44 (0)20 7830 0001
mail@mathys-squire.com
www.mathys-squire.com

Mr Martin G Linihan
Hodgson Russ LLP
One M&T Plaza
Suite 2000
Buffalo 14203-2391 New York
USA

Our Ref: MCM/P21431US-PCT
YourRef: 18872.0004

16 July 2004

Dear Marty

United States Patent Application No. 10/037 981
"Method of and apparatus for removing material"
Emerson Electric UK Limited

Further to my letter of 29 June 2004, we have been able to track down the inventor Lawrence Alfred Bell. In fact he still lives at the address given in his contract of employment but until now has not communicated with us.

I sent him the assignment for signature together with a copy of the specification, and explained that the assignment was just a formality since Emerson was already the beneficial owner of the invention. Mr Bell replied by telephone, and told me that nevertheless he would not sign the assignment without a significant further payment.

Would a witness statement from me recording the above be sufficient for the United States Patent Office to waive the requirement for a signed assignment?

Yours sincerely


Michael C Moir
MATHYS & SQUIRE

/lh

THIS FACSIMILE TRANSMISSION WILL
NOT BE CONFIRMED BY MAIL

No of pages: 1
Fax No: 00 1 716 849 0349

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INFORMATION INTENDED ONLY FOR USE OF THE ADDRESSEE

Stephen D Ritter, Peter D Garratt, Michael C Moir, Paul D Cozens, George W Schlich, Ilya Kezi, Stephen G Colmer, Margaret J Arnold, Elisabeth A Murray,
Harvey VJ Adams, Martin R MacLean



MATHYS & SQUIRE
PATENT & TRADE MARK ATTORNEYS

100 Gray's Inn Road
London WC1X 8AL
T +44 (0)20 7830 0000
F +44 (0)20 7830 0001
mail@mathys-squire.com
www.mathys-squire.com

Exhibit B2

Mr Laurence A Bell
8 Sambourn Close
Solihull
Warwickshire
B91 2BA

Recorded Delivery

Our Ref: MCMIP21431US-
PCT
Your Ref: N/A

25 June 2004

COPY

Dear Mr Bell

United States Patent Application No. 10/037 981
"Method of and apparatus for removing material"
Emerson Electric UK Limited

We are patent attorneys for the Buehler UK division of Emerson Electric UK Limited.

I am sorry to trouble you but we need your signature on the enclosed assignment in support of a US patent application for an invention which you made as part of your duties whilst employed by Buehler. The invention belongs to Emerson under the terms of your employment, but the US Patent Office regulations require a specific assignment acknowledging this.

I also enclose for your information a copy of the specification for the invention.

I would be most grateful if you could return the signed assignment as quickly as possible to me, by means of the enclosed stamped addressed envelope, to reach me by **29 June 2004** at the latest. If you have access to a fax machine it would be extremely helpful if you could also fax it to me as soon as you have signed it.

Please call me if you have any questions.

Yours sincerely

Michael C Moir
MATHYS & SQUIRE

Encs. assignment, specification and addressed envelope

/sjg

EUROPEAN PATENT ATTORNEYS | CHARTERED PATENT ATTORNEYS | EUROPEAN TRADE MARK ATTORNEYS | REGISTERED TRADE MARK AGENTS

PARTNERS | Stephen D Ritter EPA CPA | Peter D Garratt EPA CPA | Michael C Moir EPA CPA RTMA MTMA
Paul D Cozens EPA CPA | George W Schlich EPA CPA | Ilya Kazi EPA CPA | Stephen G Colmer EPA CPA
Margaret J Arnott RTMA MTMA | Elisabeth A Murray EPA CPA | Harvey VJ Adams EPA CPA | Martin R MacLean EPA CPA

ASSOCIATES | Amanda C Lamb EPA CPA | John F Symonds EPA CPA RTMA
Kathryn M Taylor EPA CPA | Caroline E Warren CPA
Kit Y Wong EPA CPA



MATHYS & SQUIRE
PATENT & TRADE MARK ATTORNEYS

100 Gray's Inn Road
London WC1X 8AL
T +44 (0)20 7830 0000
F +44 (0)20 7830 0001
mail@mathys-squire.com
www.mathys-squire.com

Exhibit C

RECEIVED
JUL 07 2004

Mr Martin G Linihan
Hodgson Russ LLP
One M&T Plaza
Suite 2000
Buffalo
NY 14203-2391
United States of America



Our Ref: MCM/P21431US-PCT
Your Ref: 18872-0004 0111

29 June 2004

CONFIRMATION

VIA FACSIMILE

Dear Marty

United States Patent Application No. 10/037 981
"Method of and apparatus for removing material"
Emerson Electric UK Limited

Further to my letter of 20 May 2004, attached is an assignment signed by inventors Dougill and Cartwright. It is clear that we are unable to obtain Mr Bell's signature.

I wrote to him (copy attached) on 25 June 2004 but he has declined to reply. His telephone number is unlisted, so I am unable to speak to him.

Will the USPTO require some form of declaration from me, and if so what should it say?

I have been working to resolve this matter by 30 June 2004, but I now understand that this is not a statutory deadline. Please advise by exactly when we must have completed this matter for the patent to issue in the name of Emerson Electric UK Ltd. I would not wish to incur extension fees.

Yours sincerely

Michael C Moir
MATHYS & SQUIRE

Enc: Assignment and copy letter

FACSIMILE TRANSMISSION
ORIGINAL FOLLOWING BY MAIL

No of pages: 4
Fax No: 00 1 716 849 0349

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PARTNERS | Stephen D Ritter EPA CPA Peter D Garratt EPA CPA Michael C Moir EPA CPA RTMA MITMA
Paul D Cozens EPA CPA George W Schlich EPA CPA Ilya Kazi EPA CPA Stephen G Colmer EPA CPA
Margaret J Arnott RTMA MITMA Elisabeth A Murray EPA CPA Harvey VJ Adams EPA CPA Martin R MacLean EPA CPA

ASSOCIATES | Amanda C Lamb EPA CPA John F Symonds EPA CPA RTMA
Kathryn M Taylor EPA CPA Caroline E Warren CPA
Kit Y Wong EPA CPA